140054

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

GreenPoint Mortgage Funding. Inc. 1435 N. Dutton Ave. Santa Rosa, CA 95401

BOOK 205 PAGE 487

FILED FOR RECORD
SKANANIE CO. WASH
BY Grenfairt Mortgage

JAN 3 12 10 PH '01

AUDITOR

GARY M. OLSON

GPM Loan # 6071289771 Old Loan # 0689015 GMAC Loan # 306901775

[Space Above This Line For Recording Data]
MERS Min# INVESTOR LOAN Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to GMAC Mortgage Corporation, A Pennsylvania Corporation with an office located at 3451 Hammond Avenue, Waterloo, IA 50702

all beneficial interest under that certain Deed of Trust dated April 09, 1999 STEPHEN J. CURLEY, AN UNMARRIED MAN

to SKAMANIA COUNTY TITLE COMPANY

, Trustor , Trustee

and recorded as Instrument No. 134880 on 04/19/1999 in book 188
page 339 of Official Records in the County Recorder's office of SKAMANIA page 339 County, Washington , describing land therein as: SW 1/4 SEC. 20 T3N, R10E

ADDITIONAL LEGAL ON PAGE # OF DOCUMENT

Loan Amount: \$ 150,800.00

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Daied: 10/17/2000

GreenPoint Mortgage Funding Inc. formerly Headlands Mortgage Company

Larry R. Kern, Asst. Secretary

State of: California

County of: SONOMA

On October 17, 2000 before me, loyce L. Thomas, Notary Public personally appeared Larry R. Kern, Asst. Secretary known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized carreits/(sec) and that he his/her/their contents of the instrument the his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Title Order No. 22515 22515

JOYCE L THOMAS Commission # 1205970 No ary Public - California Sonoma County My Comm. Expires Dec 24, 2012

- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees to the maximum extent allowable by law, in any such action or proceeding.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees
- 6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or Eens. voluntary or involuntary, against the property.
- 7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Sprieficiary harmless from the consequences of any failure to do so.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate such congations with respect to which the Grantor is in setauti, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

## IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person extitled thereto.
- 4. Upon the occurrence of an event of default as defined below, unless otherwise prohibited by law, all sums 4. Upon the occurrence of an event of default as defined below, unless otherwise prohibited by law, all sums sourced hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary. Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee's shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by this Deed of Trust; (3) the surplus, if any, less the clerk's filling fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior Court of the country in which the sale took place.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser Thates shall delive to the purchaser at the sale its deed, without warrarry, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for
- The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this bed of Trust: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited numous. or the dwelling for prohibited purposes.
- 9. This Deed of Trust applies to, inure s to the benefit of, and is birding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein.
- 10. This Deed of Trust has been delivered and accepted by Beneficiary in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

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Laure de Angrése	
IO. 101630 R07-2000	-

003051751190 **ACKNOWLEDGMENT BY INDIVIDUAL** FOR RECORDING PURPOSES, DO NOT WRITE, SIGN OR STAMP WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS. STATE OF WASHINGTON County of \_\_llarf() THIS SPACE FOR NOTARY STAMP I certify that I know or have satisfactory evidence that Keith J. Andrade and Laurie M. Andrade \_is/are the individual(s) who signed this instrument in my presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the Dated: 12-1-00 [NOTARY PUBLIC FOR THE STATE OF WASHINGTON] 8-25-03 My appointment expires

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## REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

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FORM NO. 101030 F07-2000